



## **PFCU ONLINE SERVICES AGREEMENT AND DISCLOSURE**

This Online Services Agreement and Disclosure (the "Agreement") is entered into between PFCU ("Credit Union") and agreed to by member of the Credit Union, who hereby subscribes to PFCU's Online Banking and, if requested and approved, Bill Payment Services ("online services"). This Agreement contains the terms and conditions governing the online services. The member is referred to in this Agreement as "you" or "your". The Credit Union is referred to in this Agreement as "Credit Union", "PFCU", "we", "us", and/or "our". If you use the online service or permit another to use the online service on your behalf, you agree to the terms and conditions stated in this Agreement.

### **1. SCOPE OF AGREEMENT**

#### **1.1 Other Accounts, Loan Agreements and Services.**

This Agreement governs online access to your accounts with PFCU. The terms and conditions set forth herein are in addition to, and do not cancel or supersede, any other agreements or signature cards governing your deposits, loans or other business relationships with the Credit Union. All of the terms, conditions, agreements, representations, schedules, disclosures, and fees set forth in or associated with such other agreements and signature cards remain in full force and effect. However, the persons you authorize to have access to and make transfers or payments from your account(s) through the online service may not be the same persons who are authorized to sign on the account under your other agreements and signature cards with us, or you may give them greater authority to conduct activities through the online service than they have under your other agreements and signature cards with us. In cases where your authorizations to other persons do not coincide with your authorizations for the same account(s) under the signature card agreement(s), the signature card agreement(s) will govern the online service transactions.

#### **1.2 Termination**

Either you or the Credit Union may terminate this Agreement at any time upon giving written notice of the termination to the other party. Termination will not affect any liability or obligation of either party incurred hereunder prior to termination. For reasonable cause, including inactivity or excessive, inappropriate or unlawful usage, the Credit Union reserves the right to terminate this Agreement and your access to the online service, in whole or in part, at any time without prior notice to you. Upon termination, we reserve the right to make no further transfers or payments from your account(s) pursuant to this Agreement, including payments or transfers you have previously authorized. If you terminate your online services, you authorize the Credit Union to continue making transfers you have previously authorized until such time as the Credit Union has had a reasonable opportunity to act upon your termination notice. You agree that upon termination of your online services, either by you or by us, you will cancel all automatic or recurring transfers you have previously authorized, and that if you fail to do so, you are responsible for such payments.

## **2. DESCRIPTION OF AND LIMITATIONS ON THE ONLINE SERVICE**

### 2.1 General Description of Online Services.

In general, the Online Banking service package enables you to:

- search transaction histories and obtain balance information on accounts with the Credit Union which may include checking, savings, money market savings, certificates of deposit, loans and lines of credit.
- transfer funds between your transaction accounts at PFCU
- make payments on your loan accounts at PFCU
- communicate with PFCU staff through a secure message facility
- establish reminders and account alerts

The Bill Pay service enables you to:

- electronically request one-time or recurring payments to be made from your primary checking account to nearly any person, organization or company in or doing business in the United States
- view pending payments and payment history

This list is not exhaustive and the Credit Union may offer additional or different online services in the future, all of which will be governed by this Agreement, as amended.

The Online Banking and Bill Pay services are often collectively referred to in this agreement as "online services".

The Online Banking and Bill Pay services are available by request to eligible members with prior Credit Union approval. To be granted use of online services, a member must be in good standing for a reasonable period of time. Online Banking and Bill Pay are separate services that must be requested separately by online enrollment. Despite being separate, you must have access to the Online Banking service before you can access Bill Pay. Bill Pay also requires a valid checking account from which payments are drawn.

### 2.2 Types of Transfers and Limitations.

You can make an internal transfer of funds from one account with the Credit Union to another, such as a transfer from a savings account to a checking account. Transfers may be limited in amount as provided in our agreements with you governing these services or in accordance with PFCU policies. In addition, your ability to transfer funds between certain accounts is limited by federal law, as stated in your deposit agreements with us. For example, you can make no more than six (6) transfers from a savings or money market account during each statement period. Transfers made using both the online service and other transfer methods described in the Deposit Agreements are counted against the permissible number of transfers. The Credit Union reserves the right to further limit the frequency and dollar amount of transactions from your accounts for security or credit reasons, as the Credit Union may determine at any time at its sole discretion.

### 2.3 Overdrafts; Order of Payments

It is your responsibility to ensure that you have enough money or credit available in an account from which you instruct us to make transfer or payment. If funds are withdrawn from any of your accounts by means of electronic fund transfers, other than through the online service on the same business day as the online service transaction, and if the account contains insufficient funds to enable both the electronic fund transfer and the online service transfer to be made, the transfers will be made in the order determined by the Credit Union, at its sole discretion. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree to reimburse us upon our demand, and you further agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permitted by the applicable law and the terms of any other relevant agreements.

#### 2.4 Bill Payment Service

The Bill Payment service, or "Bill Pay" is an optional electronic payment system that permits you to initiate and authorize payments from your checking account(s) to payees, which you have selected in advance, to receive payments by means of this service (a "payee" is a person, organization or business you are paying).

To participate in Bill Pay you must be a member in good standing and have a checking account with PFCU and access to our Online Banking service. The Bill Pay service can be accessed only via Online Banking and is a separate service made available to you after your enrollment online and Credit Union approval of that enrollment. Participation in Bill Pay is voluntary, involves a separate enrollment, requiring acknowledgement of Bill Pay Agreement and Disclosure which includes service charges you may incur as a result of using the Bill Pay service.

#### 2.5 Computer Requirements

In order to use Online Banking and Bill Pay, you must have an Internet Service Provider and a computer containing a supported browser software or have access to such a computer. In this Agreement, your computer and the related equipment and software are referred to together as your "Computer". You are responsible for the installation, maintenance, and operation of your Computer and your software.

#### 2.6 Registration Process

In order to obtain access to and use Online Banking, non-business account holding members must complete our initial online registration process from a link on the Credit Unions website ([www.pfcu4me.com](http://www.pfcu4me.com)). The online registration process involves completing and submitting a secure online form, creating an Online Banking username and password.

**Business and Organizational account holders must contact PFCU's business department to enroll in Online Banking.**

The Bill Pay service must be enrolled for separately through a link in the Credit Union's Online Banking service, but it will not need an additional User ID or Password. For Bill Pay, you will be required to

designate one checking account as your primary account. Any service fees as well as payments you instruct us to make to payees will be charged to your primary account.

## 2.7 User ID and Security

You will need your User ID and Password ("login credentials") to gain access to Online Banking. Use of your login credentials is the agreed security procedure between you and the Credit Union. You should keep your login credentials confidential in order to prevent unauthorized use of Online Banking and, if applicable, the Bill Pay service. Anyone to whom you give or disclose your login credentials, either deliberately or inadvertently, will have access to your accounts. You are responsible for all transactions against your account(s) made using Online Banking or Bill Pay, including any transactions that may be unintentionally or inadvertently authorized or made, and any losses, charges, or penalties incurred as a result. In addition, except as otherwise provided in this Agreement, you are responsible for transactions by unauthorized persons using your login credentials.

You may change your User ID or Password at any time via the Online Banking service. You will be prompted to change your password every one hundred and eighty days (180) days thereafter. We will clear your User ID and/or assign you a new Password upon your request at any time. Any Password we assign you will be usable only once, and you will be required to change it the first time you use it to enter the system. **YOU ARE RESPONSIBLE FOR KEEPING YOUR USER ID, PASSWORD AND ACCOUNT DATA CONFIDENTIAL.**

We reserve the right to deactivate any User ID that has been "inactive" for a period of three (3) months or more. If your User ID has been deactivated, you will be required to go through the registration process again to restore access to Online Banking. You may not receive advance notice of User ID deactivation.

## 2.8 Reporting Unauthorized Transaction or Theft or Loss of User IDs.

If you believe that an unauthorized transaction has been or may be made from your account, alert PFCU immediately by calling us at (844) 517-3611 or write us at: PFCU, 9077 Charlotte Highway, Portland, Michigan 48875

## 2.9 No Signature Required.

When using Online Banking, you agree that the Credit Union, without prior notice to you, may execute transfers between accounts or payments against loans as instructed by you using the online service, without securing your signature by hand or by legally acceptable form of electronic signature.

If using Bill Pay, you agree that the Credit Union, without prior notice to you, may debit your account to pay checks that you have not signed by hand or by legally acceptable form of electronic signature.

### **3.0 RESPONSIBILITY OF PARTIES**

#### **3.1 Confidentiality and Access to the Online Service.**

The Credit Union shall exercise due care in seeking to preserve the confidentiality of your User ID and to prevent access to the online service in general and your accounts in particular by unauthorized persons. It is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members and preventing unauthorized transactions shall constitute fulfillment of its obligation to exercise due care. The Credit Union shall not be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of your accounts through the online service if (i) the Credit Union has fulfilled its obligation of due care, or (ii) the loss or damage could have been avoided had you promptly notified the Credit Union when you received knowledge or notice of an unauthorized transaction or other breach of security, or (iii) the unauthorized transaction was a transfer of funds to an account owned by you or by any person or entity which controls, is controlled by, or is under common control with you. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the online service system or disclosure of any of your confidential information or instructions by your employees, agents or other third parties. When the Credit Union becomes aware of any unauthorized access to your accounts, it will advise you as promptly as practical thereafter. For all purposes above, "promptly" shall generally be defined as within two (2) business days after discovery of the unauthorized access.

#### **3.2 Hardware and Software Malfunctions**

The risk of error, failure, incompatibility or nonperformance of your computer system is your risk and includes the risk that you do not operate your computer or your software correctly. The Credit Union is not responsible for any errors or failures from any malfunction of your computer or your software. The Credit Union shall have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software. PFCU MAKES NO WARRANTY TO YOU REGARDING YOUR COMPUTER OR YOUR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Credit Union makes no representations or warranties regarding the accuracy, functionality, or performance of any third party software that may be used in connection with the online service (e.g. Quicken, Microsoft Money).

The Credit Union is not responsible for nor shall have any liability for any loss or damage, direct or consequential, from electronic viruses, worms, trojans, keystroke loggers, spyware or any other "malware" that you may encounter on your computer using your internet access provider or on any computer system with which you choose to access the Credit Union's online services. WE STRONGLY ENCOURAGE YOU TO INSTALL, PROPERLY USE, AND KEEP UP-TO-DATE ANTI-VIRUS, ANTI-SPAM, ANTI-SPYWARE AND FIREWALL SOFTWARE AND/OR HARDWARE PRODUCTS FROM RELIABLE, REPUTABLE PROVIDERS TO PROTECT YOUR COMPUTER'S ONLINE SECURITY.

### 3.3 Limitation of Liability

IN NO EVENT SHALL PFCU BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

## **4. MISCELLANEOUS**

### 4.1 Periodic Statements

Your online service payments and transfers will be indicated on the normal monthly statements we provide or make accessible by mail or delivery service. You have a right under federal law to receive such statements for accounts governed by the EFTA and Reg. E. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are errors or unauthorized transactions in any statement, or statement information.

### 4.2 Business Days and Hours of Operation

The Credit Union's online services are generally available twenty-four (24) hours a day, seven (7) days a week. However, at certain times, some or all of the online service may not be available due to scheduled or unscheduled system maintenance. During these times, you may use the Credit Union (if open), a Credit Union ATM or Telephone Banking to conduct your transactions. A transfer initiated through the online service before 3:00 P.M. (Eastern Time) on a Business Day is generally posted to your account the same day. Transfers completed after 3:00 P.M. (Eastern Time) on a Business Day or on a Saturday, Sunday or federal banking holiday will be posted on the next Business Day. Our Business Days are Monday through Thursday 9:00 a.m. to 5:00 p.m., Friday 9:00 a.m. to 5:30 p.m., Saturday 9:00 a.m. to 12:00 p.m. Sunday, and federal banking holidays are not included.

### 4.3 Notices and Communications

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records. Notices from you will be effective when received by mail at the address specified in Section 2.8 above.

### 4.4 E-Mail Communications.

In general, e-mail communications sent over the public internet via traditional e-mail systems are not necessarily secure. Therefore, PFCU will not send and we strongly suggest that you do not send any confidential personal or account information via traditional internet e-mail. You agree that we may take a reasonable time to act on any e-mail request that you send.

The Credit Union's Online Banking service includes a secure message system by which you and Credit Union staff can exchange confidential account information safely. These communications transpire inside the secure internet banking system and therefore do not pose the same confidentiality risk as regular e-mail over the public internet. We will respond to these communications within a reasonable time frame, normally within one (1) business day. Correspondence that requires expeditious handling (e.g. reporting an unauthorized transaction from one of your accounts) should be made by calling PFCU at (844) 517-3611 or visiting the Credit Union in person.

#### 4.5 Assignment

The Credit Union may assign its rights and delegate its duties under this Agreement to a company affiliated with the Credit Union or to any other party.

#### 4.6 No Waiver

The Credit Union shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by the Credit Union. No delay or omission on the part of the Credit Union in exercising its rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### 4.7 Governing Law.

Regardless of where you live or work or where and how you access the Credit Union's online services, this Agreement will be governed by, and construed in accordance with, the laws of the State of Michigan and the federal laws of the United States of America.

#### 4.8 Enforcement

In the event the Credit Union brings legal action to enforce the Agreement or collect overdrawn funds on accounts accessed under the Agreement, the Credit Union shall be entitled, subject to applicable law, to payment by you of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the State of Michigan, if allowed by applicable law.

#### 4.9 Severability

Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intent of the Agreement, and the remaining portions shall remain in full force and effect.

## **5. FUNDS TRANSFER SERVICE FOR ACCOUNTS SUBJECT TO THE ELECTRONIC FUNDS TRANSFER ACT**

The EFTA and Reg. E may govern some of the accounts to which you have household access through the online service. In general, the EFTA and Reg. E govern accounts established by a natural person primarily for personal, family or household purposes. The following terms and disclosures apply to accounts governed by the EFTA and Reg. E ("EFTA Accounts"), and, with respect to EFTA Accounts, if there is any conflict between these disclosures and terms set forth elsewhere in this Agreement, these disclosures shall control. These disclosures do not apply to accounts that are not EFTA Accounts.

### **5.1 Member Liability**

You should notify the Credit Union immediately if you believe any of your accounts have been accessed or your User ID has been used without your permission. Contacting the Credit Union immediately, especially by telephone at ((844) 517-3611, will help you reduce your potential losses.

If someone used your User ID and Password without your permission, you can lose no more than \$50.00 if you notify the Credit Union within two (2) business days of discovering any unauthorized use. However, you can lose as much as \$500.00 if you do not notify the Credit Union within two (2) business days of discovering the unauthorized use and the Credit Union can prove that it could have prevented the unauthorized use had it been notified.

If you do not report unauthorized transactions that appear on any of your periodic statements within sixty (60) days after such statements are mailed to you, you risk unlimited losses on transactions made after the sixty (60) day period has passed if the Credit Union can show that it could have prevented the unauthorized use had it been notified within this sixty (60) day period. At the Credit Union's sole discretion, we may extend the time periods.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

### **5.2 Preauthorized Transfers.**

A preauthorized electronic fund transfer (PEFT) is an electronic fund transfer that is authorized in advance and is scheduled to recur on a periodic basis. If a PEFT to your account is scheduled to occur at least once every sixty (60) days, and you do not receive a receipt of the transfer you may call the Credit Union at (844) 517-3611 to determine whether the transfer occurred.

If a PEFT from your account will vary in amount from the previous transfer under the same authorization, you have the right to receive from the payee or from us written notice of the amount and date of the transfer at least ten (10) days before the scheduled date of transfer.



Under the EFTA and Reg. E you have certain stop-payment rights and obligations for PEFT's. You can stop any PEFT by calling or writing to us at least three (3) business days before the payment is scheduled to be made. If you stop payment by telephone, we may also require you to send us your request in writing within fourteen (14) days after you call.

PFCU cannot cancel an agreement you have with a third party or revoke the authorization that you have provided a third party for recurring automatic transfers from your accounts. To cancel your agreement with a third party and revoke your authorization for recurring automatic transfers, you must contact the third party with whom you have an agreement.

### 5.3 Credit Union's Responsibility.

The Credit Union is responsible for completing transfers on time according to your properly entered and transmitted instructions. However, the Credit Union will not be liable for completing transfers if, through no fault of ours, you do not have enough available money in the account from which a payment or transfer is to be made, if the account has been closed, frozen, or is not in good standing, or if we reverse payment or transfer because of insufficient funds; if any transfer exceeds the credit limit of any account or under the instructions of this Agreement; if you have not properly followed software or the online service instructions on how to make a transfer or other transaction; if you have not given the Credit Union complete, correct, and current instructions, account numbers, User IDs, or other identifying information so that the Credit Union can properly credit your account or otherwise complete the transaction; if you receive notice from a merchant or other institution that any payment or transfer you have made remains unpaid or has not been completed, and you fail to notify us promptly of that fact; if withdrawals from any of your linked accounts have been prohibited by a court order such as a garnishment or other legal process; if your computer, your software, or the online service was not working properly and this problem should have been apparent to you when you attempted to authorize a transfer; if you, or anyone you allow, commits fraud or violates any law or regulation; if circumstances beyond the Credit Union's control prevent making a transfer or payment, despite reasonable precautions that the Credit Union has taken. Such circumstances include, but are not limited to, telecommunications outages, third party provider malfunctions, postal strikes, delays caused by payees, fires, and floods. There may be other exceptions to the Credit Union's liability as stated in the deposit, line of credit, and other Credit Union agreements.

In addition, the Credit Union will not be liable for indirect, special, consequential, economic, or other damages arising out of the installation, use or maintenance of the online service and/or its related equipment, software, or online services.

### 5.4 Disclosure of Account Information to Others

Disclosure of account information is covered in PFCU's Privacy Policy.

### 5.5 Error Resolution

If you believe your Login credentials have become known by an unauthorized person, or that an unauthorized transaction has been or may be made from your account, alert the Credit Union immediately by calling us at (844) 517-3611 or write us at: PFCU, 9077 Charlotte Highway, Portland, Michigan 48875.

If you think your statement is wrong or if you need more information about a transaction listed on the statement, the Credit Union must hear from you no later than sixty (60) days after it sends or delivers to you the FIRST statement on which the problem or error appeared. If you requested more information about a problem or error, the Credit Union must hear from you within sixty (60) days after it sends or delivers that information to you.

Tell us your name and account number(s). Tell us the type, time, and date of the transaction and the dollar amount of the suspected error. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

If you tell the Credit Union orally, we may require that you send in your complaint or question in writing within ten (10) business days after we hear from you and we will then in good faith attempt to correct any error promptly.

If the Credit Union needs more time, however, it may take up to forty-five (45) days to investigate your complaint or question, in which case, the Credit Union will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes the Credit Union to complete its investigation. If the Credit Union asks you to put your complaint or question in writing and does not receive it within ten (10) business days, the Credit Union may not re-credit your account.

If the Credit Union decides that there was no error, we will send you a written explanation within three (3) business days after it finishes its investigation. You may ask for copies of the documents that the Credit Union used in its investigation.

Online Banking service: NO FEE

PFCU reserves the right to adjust fees or pricing schedules at any time with adequate notice to members.

## **CONFIRMATION OF AGREEMENT**

Please indicate below your agreement to abide by the terms and conditions set forth in PFCU's Online Banking Services Agreement and Disclosures.

You agree to accept this Agreement and Disclosures in the electronic form presented. If you desire a copy and are unable to print a paper copy of this Agreement and Disclosures, you may request a paper copy by calling PFCU at (844) 517-3611.

**PFCU**  
**E-MAIL STATEMENT DISCLOSURE**  
**AND**  
**ELECTRONIC CONSENT AGREEMENT**

This statement requests your consent to permit PFCU ("Credit Union") to provide communications and information to you in secure electronic form rather than in paper form for your selected accounts. Before you decide whether or not you wish to give your consent to receiving electronic notices and records, you should read and consider the following information. Then, if you decide to consent, you can click the 'I accept' button at the bottom of this statement.

Upon receipt of your consent, we will notify you at your registered e-mail address each time we prepare a statement for an account that you have selected. We will send you an email letting you know that the eStatement is available online. You will be required to enter your User ID and password to view the electronic statement. You agree it is your sole responsibility to protect your password from unauthorized persons. You agree that it is your responsibility to ensure that the electronic statements cannot be intercepted or viewed by others. You agree that the Credit Union has no control as to the persons who have access to your personal computer and your password once it is in your possession. The Credit Union will not be liable for any authorized access to your personal computer or your passwords.

After electing to have your statement sent to you electronically, you may still obtain a paper copy of your Statement by contacting the Credit Union through the following methods (a fee, as disclosed in the current Fee Schedule may apply).

In writing:

PFCU  
9077 Charlotte Hwy  
Portland, MI 48875

In person: at any branch location:

By phone: (844) 517-3611  
By email: [pfcuinfo@pfcu4me.com](mailto:pfcuinfo@pfcu4me.com)

**Discontinuation of E-mail Statement:** (Return to paper statement by mail)

You may withdraw your request to have your Statement of Account sent to you electronically by contacting the Credit Union either in writing or by e-mail at the above captioned addresses. You may also cancel this service yourself from within PFCU online banking by clicking "Settings" menu, selecting the "Statement Delivery" link, clicking on the pencil icon and changing "Delivery type" to "Paper Statement".

A Monthly paper statement fee, as disclosed in the current Fee Schedule will be assessed to all accounts other than youth 23 and younger, prime time ages 55 and older, or organizational accounts.

**When Your Personal Information Changes:**

You agree to immediately provide the Credit Union updated contact information in the event that your e-mail address (or any other means you have provided the Credit Union to contact you) becomes unusable or inaccurate for any reason. You may update this information by clicking the "Settings" menu, then "Statement Delivery" tab, clicking on the pencil icon and entering your new email address in "Email Address" section. You may also inform us in person at any of our branch location.

**Requirements to Receive an E-mail Statement:**

All that you need is access to internet service provider and a computer containing a supported browser software. A description of the current means used to provide electronic documentation along with current hardware and software requirements to receive such documentation is provided to you herein. You will be provided updated information in advance should the Credit Union change these methods and/or hardware/software requirements.

**Minimum Requirements:**

- Online Banking Access
- Active Email Account
- Internet Browser Options: The most recent version of Chrome, Firefox, Safari, etcetera
- Adobe® Reader® (DC): The most recent version

**Additional Electronic Submissions**

By accepting e-statements, you also agree to receive periodic electronic messages from the Credit Union pertaining to announcements, disclosures, documents, etc. You will be provided with an opt-out option should you wish to discontinue receiving the periodic messages. You also agree that you may be notified electronically if you send PFCU an e-mail, fill out an application online or fill out any feedback questionnaire.

**Security Notice for Internet Transactions:**

Many electronic communications sent and received over the Internet can and are intercepted by unauthorized recipients, beyond the control of the Credit Union. By authorizing the delivery of your Statement of Account electronically, you further agree, to the extent permitted by law, to release PFCU from any liability if the information is intercepted or viewed by unauthorized parties.

As permitted by law, by clicking 'I Accept' button you hereby authorize PFCU to electronically provide you with your Statement of Account.

**PFCU**  
**P2P Service Agreement & Terms of Use ("Terms of Use")**

These Terms of Use set forth the terms and conditions under which the Service is offered. The Service allows a Sender to transfer funds to a Recipient through electronic means. These Terms of Use affect your rights, you should read them carefully.

Unauthorized use of these systems is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. Credit Union or its Service Provider may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

Any Account accessed through the Service is also subject to the terms and conditions of your Account ("Account Disclosures"). You should review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of the Service.

1. Definitions

"Account" or "Accounts" refers to any accounts that may be debited or credited with funds under these Terms of Use.

"Recipient" means the cardholder to whom the Sender transfers funds.

"Sender" is the Credit Union Cardholder that transfers funds to another person through the Service.

"Service" means the P2P service powered by Acculynk that allows a Sender to send funds to Recipient.

"Service Provider" is Acculynk a company that arranges for person-to-person payments to customers of any U.S. financial institution.

"Site" is the Service Provider's electronic location accessed by a user through a mobile phone, computer or other access device.

"Transfer" means an electronic movement of funds from an account at Credit Union to an account of another party by means of the Service.

"Transfer Instructions" are the information that you provide when using the Service.

"Us," "We," and "Our" means Credit Union, PFCU.

"You" and "Your" mean each person who applies or registers to use the Service and each person who uses the Service, including both the Sender and Recipient of a Transfer.

2. Description of Service and Consent

Credit Union debit cardholders may send one-time Transfers to Credit Union members or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. You may originate these Transfers by use of a computer or a mobile smart phone. You may register for the Service which will make future Transfers more convenient for you. To use this Service you are providing information to our Service Provider from your mobile phone, desktop, laptop, or other computer. Service Provider is a vendor of Credit Union.

By participating in the Service, you are representing to the Credit Union that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from the Credit Union or its agent, regarding the Transfers and represent to the Credit Union that you have obtained the consent of the Recipients of your intended Transfers.

Funds may be transferred to any account in the United States as long as the Transfer is legal and allowed by the financial institutions involved.

### 3. Eligibility

Individuals aged 18 years and older with a debit card issued by Credit Union are eligible to use this Service to send funds to a Recipient. Any individual age 18 years and older with an account in the United States that may receive POS or ACH transactions may use this Service to receive funds that are transferred by the Sender. The Service is not offered to individuals under the age of 18. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures. Credit Union does not knowingly collect any personal information from or about individuals under 18 years of age. Please do not submit such information to the Credit Union, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site or the Service, you represent that you meet these requirements.

### 4. Transfers

You may make one-time Transfers by entering your debit card number and email address. The Sender provides the Recipient's email address or mobile phone number, and the Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 10 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the Transfer. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institutions for deposit to the Recipient's account. If the Sender and Recipient are both Credit Union members enrolled in the Service, Transfers will be immediately debited from the Sender's Account and reflected in the Recipient's Account. If the Sender and Recipient are customers of different financial institutions, Transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once claimed. Credit Union is not responsible for any failure of another financial institution to timely credit its customer's account.

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient in the drop down menu and your transaction history but will not be used to process payments. You must accurately enter the Recipient's email address or mobile phone number since your obligation to pay for the Transfer will not be excused by an error in the information you enter.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). The parties agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an Account shall be provisional until the Credit Union or the third party institution, which holds the account, has finally settled such credit.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to withdraw or as Recipient are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you are providing. You authorize the Credit Union, directly or through third parties, to make any inquires considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources.

You authorize the Credit Union to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your account using card networks or NACHA

## 5. Sender Acknowledgment

By using this Service you, as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds that you are sending. You are further authorizing any Recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the email or text message and acts upon the email or text message you provide. Your funds may not reach the intended Recipient because of errors made by the Sender or Recipient and you could lose all the funds. The funds that are credited to the account cannot be recalled by us. If you suspect that you have entered information incorrectly, call us immediately and we may be able to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender's instructions. Furthermore, we may reject any Transfer request and may terminate your use of this Service for any reason including attempting insufficient funded Transfers.

## 6. Recipient Acknowledgment

By using this Service you as the Recipient are confirming that you are the person to whom the Sender intends to transfer funds. As the Recipient, you will be asked to provide your debit card information that will be used to transfer funds to your Account. If you choose not to provide your debit card information or your institution does not participate, you will be asked to provide account information including account number and routing information for your financial institution. In this case the funds will be transferred through the Automated Clearing House.

It is important that you enter accurate information. You agree that Credit Union, the receiving financial institution and our Service Provider may rely solely on the instructions you provide. If you enter inaccurate cardholder or account number information the funds may be deposited into another person's account. You acknowledge that the financial institution may make the deposit based on the account number or card number you provide even if those numbers do not correlate to the name that you provide. Retrieval of these funds will be the Recipient's responsibility to work with the financial institution to which the funds were sent. You may lose all the funds that were transferred. The funds that are credited to the account cannot be recalled by us.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately and we may attempt to cancel the transaction. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipient's instructions.

By using this Service you agree that you are the intended recipient of the email or text message and that you are the intended recipient of the funds. If you are not the person to whom the funds are intended then you agree to take no further action. You understand that it is a federal felony to use another person's identification with the intent to commit unlawful activity. You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, Credit Union reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

## 7. Fees and Limitations on Transfers

The Credit Union may establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers each day We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Funds may be transferred from the account from which the debit card is authorized to transfer funds. Such transfers may overdraw your account and may result in a transfer from another account to cover the overdraft. In any of these situations, a transfer fee will be charged, as applicable. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.



Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed. Your financial institution may also charge a transaction fee.

## 8. Timing of Transfers

Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.

## 9. Issues Affecting the Posting of Transfers

You authorize us to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the Credit Union to credit your Account using card networks/switches or NACHA.

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither the Credit Union nor the Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic transfers directly into the Account. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

## 10. Security

The Sender and Recipient of funds may choose to register for this Service to simplify their future use of the Service. They will be asked to create a username and password and you are responsible for keeping them secure. We will not ask you for your password.

If the financial institution contacts us or our Service Provider for information regarding your Account, you authorize us to discuss the Transfer and the account information you have provided.

## 11. Cookies, Browser Information and Related Issues

When you visit the Site, the Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Service by assisting in "authenticating" who you are when you access the Site or Service, particularly if you register for the Service and are issued or create a username and password.

The Service Provider may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the Service. This data may be used, among other uses, to improve the operation of the Site and the Service.

Like most websites, the Site also uses "cookies," which are small data files placed on your computer or other device by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site, but a few are "persistent" cookies that stay on Your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to personal information about you, such as your email address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.

You may encounter the Service Provider's cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.

## 12. Access to Information about You

You may review and update the personal information maintained about you in the "Manage Account" section of the Site at any time to ensure that it is accurate.

Once you close your Accounts with the Credit Union or you no longer have a debit card, you may no longer send Transfers. However your Account information will be maintained for a retention period to accommodate any residual issues that may arise.

## 13. Amendments

Credit Union may amend these Terms of Use or any other disclosures at any time by posting a revised version on the Site. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. Credit Union may also provide you with an email notification of such amendments. The Credit Union may require you to affirmatively acknowledge or accept the revised Terms of Use in order to continue using the Service. Any use of the Service after a

notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

#### 14. Limitations of Warranties

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OR CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF CREDIT UNION AND ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS.

#### 15. Limitation on Liability

IN NO EVENT SHALL CREDIT UNION OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

#### 16. Limitation on Damages

CREDIT UNION'S AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## 17. Time for Making a Claim

IN NO EVENT SHALL CREDIT UNION OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OF COMPETENT JURISDICTION WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

## 18. Indemnification

You agree to indemnify, defend, and hold Credit Union and its affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from your use of the Service, our reliance on the Transfer instructions and other information you provide, the performance or non-performance of other financial institutions, or other signers, owners or users of your Accounts.

## 19. Severability.

If any provision of these Terms of Use are found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

20. This site is created and controlled by PFCU in the State of Michigan. As such, the laws of the State of Michigan will govern these Terms of Use, without giving effect to any principles of conflicts of laws.

## 21. Contacting Us

If you have any questions about this Service or this Agreement, you may contact us at the phone number or postal address below:

PFCU  
9077 CHARLOTTE HIGHWAY  
PORTLAND, MICHIGAN 48875  
Phone: (844) 517-3611

## 22. Disclosure Access

You may access Our Privacy Policy at [PFCU Privacy Policy](#) relating to the collection and use of your information.

Credit Union members may access Our Electronic Fund Transfer (EFT) disclosure by viewing our Terms and Conditions document at [Terms and Conditions - EFT Disclosure](#). Non-Credit Union members should consult their financial institution for their EFT disclosures.

## PFCU ACH TRANSFER DISCLOSURE

With PFCU's ("Credit Union") Online Banking and Mobile Banking, you can make transfers between most of your savings, checking, and Money Market Savings Accounts (MMSAs).

PFCU's Online Banking and Mobile Banking also allows you to make transfers from most savings, checking, and MMSAs accounts to another member or your other accounts held at PFCU. You also have the option to transfer funds and make payments on your loans and credit cards from and to your PFCU accounts from and to your accounts at another financial institution via the Automated Clearing House (ACH). There are minimum and maximum transfer limits associated with transferring funds to and from PFCU to another financial institution via the ACH.

For transfer to another financial institution you will need their routing number, your account number, account type (Saving or Checking) for the other institution. For verification purposes, two transactions ("Micro" Deposits) in amounts less than \$1 will be deposited from your PFCU account to the external financial institution you are making the transfer to. You will need to verify funds were transferred correctly and validate the amount transferred. It may take up to 72 hours for the verifying transfer to process. Once you have verified the amount you can make transfers. Verifying process needs to be completed only once for each new financial institution.

Transfers to another financial institution will take up to three business days to complete.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).

- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.

- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

## **TRANSFER LIMITATIONS**

There is no limit on the number of transfers from your savings account or your MMSA if they are made in person, by Automatic Teller, or by mail, or if they are made to make monthly payments on PFCU loans, to have funds mailed directly to you, or as a distribution of your Direct Deposit.

Federal regulations limit the number of certain types of transfers and/or withdrawals you can make from your savings account and your MMSA to six per calendar month. The types of transfers that are limited are those requested by fax, telephone, Internet, and pre-authorized transfers.

## **FEES**

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account. Except as indicated elsewhere, we do not charge for these electronic fund transfers

Periodic statements:

You will receive a monthly statement if you have a checking account or if you have ACH deposits, withdrawals or payments coming from an account. Otherwise you will receive a quarterly statement. If you are receiving a quarterly statement, but would like to receive a monthly statement, please contact the credit union. We can set you up to always receive a monthly statement.

Fees and charges:

The fee to receive a monthly statement from a quarterly is listed in our separate fee schedule.

## **PREAUTHORIZED PAYMENTS**

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call us at (844) 517-3611 or write us at the address listed at the end of this notice in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee for each stop-payment order you give. See separate fee schedule.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

• **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **FINANCIAL INSTITUTION'S LIABILITY**

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

(1) If, through no fault of ours, you do not have enough money in your account to make the transfer.

(2) If you have an overdraft line and the transfer would go over the credit limit.

(3) If the automated teller machine where you are making the transfer does not have enough cash.

(4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

(5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

(6) There may be other exceptions stated in our agreement with you.

## **CONFIDENTIALITY**

We will disclose information to third parties about your account or the transfers you make:

(1) where it is necessary for completing transfers; or

(2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or

(3) in order to comply with government agency or court orders; or

(4) as explained in the separate Privacy Disclosure.

## **REGULATORY AUTHORITY**

If you believe that any provision of the Michigan Electronic Funds Transfer Act has been violated you should notify the Department of Insurance and Financial Services, Financial Services Bureau, Credit Union

Division, P.O. Box 30224, Lansing, MI 48909 or the National Credit Union Administration, Division of Supervision at 4225 Naperville Road, Suite 125, Lisle, IL 60532.

### **UNAUTHORIZED TRANSFERS:**

(a) Member liability.

- *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, or made available online, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

(b) Contact in event of unauthorized transfer.

If you believe your card and/or code has been lost or stolen, call us at (844) 517-3611 or write us at the address listed at the end of this notice. You should also call the number or write to the address listed in this notice if you believe a transfer has been made using the information from your check or draft without your permission.

### **ERROR RESOLUTION NOTICE**

In case of errors or questions about your Electronic Transfers, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).



(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (5 business days for Debit Card point-of-sale transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Debit Card point-of-sale transactions and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

If you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt, concerning errors or unauthorized transactions telephone us or write us at:

PFCU

9077 CHARLOTTE HIGHWAY

PORTLAND, MICHIGAN 48875

Phone: (844) 517-3611

Business Days: Monday through Saturday

Excluding Federal Holidays

## **PFCU MOBILE DEPOSIT TERMS AND CONDITIONS**

### **1. SERVICE TERMS**

The following terms and conditions apply to PFCU ("Credit Union") MOBILE DEPOSIT SERVICE ("Service") that PFCU may provide to its Member. The Member accepts and agrees that the Service or any portion of the Service may be provided by one or more subcontractors. The provisions of PFCU's "Terms and Conditions of Your Account" agreement and applicable service terms are incorporated into this Agreement by reference.

## 2. OVERVIEW AND DEFINITIONS

This Agreement states the terms and conditions by which PFCU will deliver to the Member, the Service, as described below:

- a. **"Member"** means a person that has a membership with PFCU.
- b. **"Business Day"** means any day which PFCU is open to conduct substantially all of its services, but does not include Saturday 12:00 PM Noon or after, Sundays or PFCU holidays.
- c. **"Scanner"** means any device acceptable to the Credit Union, which provides for the capture of an image(s) from original items and for transmission through a clearing process.
- d. **"Item"** means a check, paper item, or an electronic item (i.e. an electronic image of an item together with information describing that item). Acceptable items include personal checks, government checks, business checks, money orders, traveler's checks and cashiers or certified checks drawn on a US financial institution and in US funds. The image of a check that is transmitted for deposit must accurately and legibly provide all the information on the front and back of the check prior to being scanned. The scanned image of the check transmitted must accurately and legibly provide, among other things, the following:
  - (i) information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and
  - (ii) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.
- e. **"Service"** means the specific Mobile Deposit Service provided by the Credit Union. The Service shall be provided for items received with a consumer or business purpose being deposited into an account at PFCU.

Third party checks are not allowed using the Mobile Deposit service.
- f. **"Service Start Date"** means the date that the Service is first made use of by the Member.
- g. **"Technology"** means Credit Union or its subcontractor's deposit capture applications and processes designed to facilitate the electronic clearing of Items. Said applications are accessed through scanners, utilizing software and hardware provided by or acceptable to Credit Union, and are proprietary access points to payment processing networks and systems used to complete the clearing of items. Technology may include but is not limited to Member service support, reports, software, software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof developed or provided by PFCU or its subcontractors and used in the provision of Services hereunder.

h. **"Access Systems"** means all services, hardware, software and other technology necessary to access the Service.

i. **"Subcontractors"** means any third party service provider of the Service.

j. **"Term"** shall mean the term of this Agreement beginning as of the Service Start Date until terminated as provided herein.

### 3. MEMBER OBLIGATION – SUSPENSION OF SERVICES

a. **Member Responsibilities.** To access your account(s) with the Credit Union, the Member must have an eligible checking account with the Credit Union, and have an established valid email address. When using the Service, Member shall provide, at Member's sole cost and expense, all Access Systems and Member shall be solely responsible for installing, maintaining, securing and supporting all such Access Systems.

The Credit Union is not responsible for any error or failures from any malfunction of any Access Systems, and PFCU is not responsible for any virus or related problems that may be associated with the access to or use of the Service. PFCU does not guarantee that the Service will be compatible with all mobile devices, routers or firewalls. Further, PFCU does not and cannot control the flow of data to or from Credit Union's network, its service provider's networks or other portions of the Internet. Accordingly, PFCU cannot guarantee that Member's connection to the Internet will not be impaired or disrupted, and PFCU hereby disclaims any and all liability resulting from or related to such events.

#### **SUPPORTED DEVICES**

- All iPhones with a camera and operating system newer than 4.3
- All iPods with a camera and operating system newer than 4.3
- iPad 3 and iPad 4
- Any Android device with a camera

b. **Withdrawal of Access/Suspension of Service.** PFCU reserves the right to deny, suspend or revoke access to the Service immediately, in whole or in part, at its sole discretion, without notice if PFCU believes Member is in breach of this Agreement or otherwise using or accessing the Service inconsistent with the terms and conditions hereof. Further, PFCU or its subcontractor shall have the right to suspend the Service immediately in the event of an emergency.

c. **Handling of Transmitted Items.** Member shall be responsible for safekeeping and destruction of original items which are scanned, transmitted electronically and deposited using the Service and indemnifies and holds PFCU harmless from any liability with respect to;

- (i) the safekeeping, use or destruction of the original items after they are scanned, transmitted and deposited electronically using the Service, or
- (ii) any Items being submitted for deposit or presented for payment more than once.

There are no laws or regulations that state how long original items should be retained prior to destruction, therefore, retention timeframes are set at the Member's discretion. It is recommended

however, that member at a minimum; securely store each original check for a period of 60 days. Within those 60 days the member needs to take appropriate security measures to safeguard the original checks transmitted to PFCU for crediting. Please notate "MOBILE DEPOSIT ONLY at PFCU" on the back of the check prior to storing.

d. **In Case of Errors.** In the event that the member believes there has been an error with respect to any original check or image thereof transmitted to PFCU for deposit, member will immediately contact PFCU regarding such an error. PFCU hours of operations are as follows:

Monday through Friday: 8:00 AM to 6:00 PM EST

Saturday: 8:00 AM to 1:00 PM EST

Telephone Number: (844) 517-3611

e. **Account Statement Examination.** Unless Member notifies PFCU of any errors to deposits made through the Service within 60 days after the applicable account statement is mailed or otherwise provided to Member, such statement regarding all deposits made through the Service shall be deemed to be correct.

f. **Processing of Items.** Images of items transmitted by Member are not considered received by PFCU until Member has been forwarded an electronic receipt confirmation of the deposit from the Credit Union. However, receipt of the confirmation from PFCU does not mean that the transmission was error free or complete. Items meeting PFCU mobile deposit Service criteria transmitted by the Member and received by PFCU or its subcontractors are subject to the following deposit cutoff schedule:

Monday through Friday: 9:00 AM to 5:00 PM (EST) – Items transmitted during this time are eligible for credit on the same business day.

Saturday: 9:00 AM to 12:00 PM (EST) – Items transmitted during this time are eligible for credit on the same business day.

Items received after the cutoff time, on holidays or weather related closures of the Credit Union are eligible for credit on the next successive business day.

All items transmitted during or after cutoff times are subject to daily item or deposit limit restrictions set by the Credit Union. PFCU may at its sole discretion, without prior notice to Member, change item or deposit limits.

g. **Check Endorsement Requirements.** Prior to scanning a check, member will endorse the back of the check. Member's endorsement will include signature, the applicable account number, date and "For Mobile Deposit Only". A two party check that is not endorsed by both parties will not be accepted for deposit. If the check is payable to the member **and** joint member both must endorse the check. Third party checks will not be accepted for deposit, i.e., any item that is made payable to another party and then endorsed to the member by such party.

h. **Funds Availability.** Deposited funds will be available in accordance with the Funds Availability Policy disclosure. Any crediting of the Member's account for items deposited via this Service is provisional,

subject to verification and final settlement. Any dishonored items will be returned as an image of the original or as a substitute check. Any dishonored item is subject to a fee according to the PFCU's Fee Schedule at the time of the return.

i. **Fees:** Currently PFCU members will not be charged any fees for the use of Mobile Deposit Service.

#### 4. **WARRANTIES AND DISCLAIMER**

a. Member shall not use the Service in any way that could potentially harm Credit Union's network or sites, or the network or sites of its third party service providers. Member shall not use the Service in any way that:

- (i) transmits any item or other materials via the Service that is deceptive or fraudulent;
- (ii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing banking and criminal activity);
- (iii) transmits or distributes any viruses, worms, time bombs, Trojan horses, or other destructive software of devices;
- (iv) attempts to break or circumvent security, or in fact, breaks or circumvents security of any computer network of Credit Union, its subcontractors or service providers.

Member shall not nor shall they permit or assist others to abuse or fraudulently use the Service. Member makes the following warranties and representations with respect to each image of an original check transmitted to PFCU utilizing Mobile Deposit:

- (i) Checks Deposited. Each image of a check transmitted to PFCU is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check;
- (ii) Endorsements. Member(s) will properly endorse each item by signing the back of each check and indicating the depository account number, date and for mobile deposit only;
- (iii) Image Quality. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate;
- (iv) No duplicates. Member will not:
  - (a) create duplicate images of the checks,
  - (b) transmit a duplicate image or file to PFCU or another financial institution
  - (c) deposit or otherwise negotiate the original of any check of which an image was created
  - (d) endorse to a third party the original item
  - (e) and no person will receive a transfer, presentment, or return of or otherwise be charged for, the item such that the person will be asked to make payment based on an item already paid.

b. **Disclaimer.** PFCU warrants that the Service shall be performed in a workmanlike and professional manner consistent with banking industry standards. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, AND PFCU HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO,

WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

## **5. LIMITATION OF LIABILITY**

a. **LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PFCU NOR ANY OF ITS SUBCONTRACTORS OR SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY INJURY ARISING OUT OF YOUR USE OF THE SERVICE, WHETHER CAUSED BY THE CREDIT UNION, ITS SUBCONTRACTORS OR SERVICE PROVIDERS, AS WELL AS MEMBER'S USE OF THE SERVICE, EQUIPMENT, SCANNERS, OR SOFTWARE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL THE CREDIT UNION OR ANY OF ITS SUBCONTRACTORS OR SERVICE PROVIDERS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE SERVICE, EQUIPMENT OR SOFTWARE USED BY THE MEMBER OR PFCU IN CONNECTION WITH OPERATION OF THE SERVICE, EQUIPMENT, SCANNERS OR SOFTWARE.